

## DISCOVERY EDUCATOR NETWORK STAR EDUCATORS CONTEST OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

OFFERED ONLY TO ALL DISCOVERY EDUCATOR NETWORK STAR EDUCATORS IN THE UNITED STATES AND CANADA (EXCLUDING THE PROVINCE OF QUEBEC) WHO HAVE REACHED THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE.

**1. ELIGIBILITY:** The Discovery Educator Network Star Educators Contest ("Contest") is open to all Discovery Educator Network Star Educators in the United States and Canada (excluding Quebec) who have reached the age of majority in their jurisdiction of residence. Employees, officers, directors, agents and representatives of Discovery Communications, LLC ("Sponsor"), any independent contest judging organization, each of their respective parents, subsidiaries, affiliates, advertising agencies, promotional suppliers, their immediate family members (parents, spouse, siblings, and children, regardless of where they live) or members of the same households (whether related or not) of such employees, officers, directors, agents and representatives (collectively, "Contest Entities") are not eligible. Void where prohibited.

### **2. CONTEST TIMING:**

- Entry "Submission Period": The Entry Submission Period begins at 12:00:01 PM Eastern Time ("ET") on May 16 2012 and ends at 5:00:59 PM ET on May 30, 2012. Entries received after the Submission Period will not be considered.
- Judging: From May 31, 2012 to June 7, 2012 (the "Judging Period"), all eligible entries will be judged by Sponsor's designated judges in accordance with the Judging Criteria set forth in Section 7 below, to determine two (2) potential Grand Prize winners.
- Winner Announcement: The Grand Prize winners will be announced on or about June 10, 2012.

**3. BRIEF CONTEST DESCRIPTION: No Purchase Necessary.** Internet access and valid email address required. For the purposes of this Contest, an "Entry" or collectively, the "Entries," shall include both the Registration and the Video, as described below.

Eligible entrants shall have the opportunity to create an original video in accordance with the video challenge outlined in Section 5. For an entrant to officially enter the Contest, the entrant must be registered as described in Section 4 and his/her Video (defined below) must be uploaded during the Submission Period. Limit one (1) Entry per person and per email address during the Submission Period. Any attempt to exceed the maximum number of Entries allowed is a violation of these Official Rules and may result in disqualification. Proof of submission does not constitute receipt by Sponsor. Entries will be judged according to the process and criteria set forth in Section 7.

**4. TO REGISTER:** During the Submission Period, entrants may register for the Contest by going to <http://links.discoveryeducation.com/PBIcontest> (the "Website") and following the on-screen

directions (the "Registration"). Once the entrant submits the Registration, the entrant will be prompted to submit his/her Video. The Video must be submitted within the Submission Period.

**5. VIDEO CHALLENGE:** Create an original video that does not exceed ninety (90) seconds in length that answers the following question: "If selected as a DEN Ambassador how will you bring your experience at Polar Bears International Leadership Camp in Churchill, Manitoba Canada back to your community?" (the "Video"). Entries must be submitted in English and must comply in all aspects with these Official Rules.

Entries will not be accepted which include non-entrant work. Only you may appear or be heard in the Video; no other individuals should be filmed or recorded. If anyone other than you appears or is heard in the Video, your Entry will be disqualified. You must have the exclusive rights over all aspects of the Video, including any ideas, language, content, images, text, graphics and/or other materials used in the Video. Please note that any footage and any still images included in your Video may not come from any other source, such as a broadcast television show or Internet broadcast. Soundtracks may not contain any music unless created by you or by someone who has given you written permission to use his/her music. You must be certain that the person giving permission to use his/her music owns the rights to that music. Videos may not contain the trademark, trade name or logo of any third party, and cannot contain any material that is protected by copyright. Submitting a Video that is copyrighted by another individual, or otherwise subject to the rights of another individual, will make the entrant responsible for any legal action the legal rights holder might take with respect to the Video. The Video must be no longer than ninety (90) seconds in length, 300MB max file size and must be in one of the following formats: .MOV, MPEG4, .WMV, .FLV or AVI.

Sponsor reserves the right in its sole discretion to disqualify any Entry at any time which, in the Sponsor's reasonable opinion [a] is deemed to be immoral, obscene, profane, defamatory or not in keeping with Sponsor's image; [b] describes dangerous conduct, stunts or tricks that could lead to physical injury or property damage; [c] endangers the safety or well being of any person; [d] contains any third party materials or otherwise violates or infringes (or may infringe) on any copyright, trademark, logo or other proprietary right of any person living or deceased; [e] defames or invades the privacy or publicity rights of any person, living or deceased; or [f] is in violation of these Official Rules.

Participation in the Contest constitutes the entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor and judges. By entering the Contest, the entrant warrants that the entrant's Video is an original creation of the entrant; has not been previously published or won any award; and that the entrant is aware of no conflicting rights in the submission or claims to the submission, including but not limited to copyright or other intellectual property rights.

By submitting a Video, entrant agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Contest Entities or any other person or entity, on the grounds that any use of the Video or any derivative works, infringes any of their rights, including, without limitation, copyrights and moral rights. Entrant further acknowledges that the Sponsor is in no way obligated to broadcast, publish or use the Video in any way. By entering this Contest and submitting a Video, entrant acknowledges and agrees that his/her Video may, at Sponsor's sole discretion, be posted on the Website and/or may appear in other advertising (including, but not

limited to, electronic and print materials) related to the Contest. Nothing herein shall constitute an employment, joint venture, or partnership relationship between you and the Sponsor. In no way are you to be construed as the agent or to be acting as the agent of the Sponsor.

Any potential Grand Prize winner will be required to sign a Release as described in Section 9. Failure to return any required Release by the deadline specified by Sponsor may cause disqualification, at Sponsor's sole discretion. Other than for winner notification, neither Sponsor, nor anyone acting on its behalf, will enter into any unsolicited communication with any entrant regarding this Contest, nor will Entries be acknowledged or returned. All Entries become the property of Sponsor.

**6. VIDEO SUBMISSION:** After submitting a Registration, to upload your Video, you must visit <http://links.discoveryeducation.com/PBIcontest> upload your Video and submit your Video so that it is received within the Submission Period.

**7. JUDGING:** All Videos will first be screened to ensure they meet the entry criteria. A panel of judges from Discovery Education will then score qualifying Videos. Videos will be scored using the following judging criteria ("Judging Criteria"):

- Content (40% of score)
- Community Connection (30% of score)
- Creativity (30%)

The judges will rank all eligible Entries received. In the event of any ties, the Entry with the higher Content score will be deemed to have the higher score overall. In the event of a continued tie, Sponsor will conduct a random draw among all tied Entries in order to select one (1) potential Grand Prize winner. The decisions of Sponsor and judges are final and binding in all matters.

Notwithstanding any other provision of these Official Rules, if at any time during the Submission Period, the Judging Period or at any time thereafter, the Sponsor determines that not enough or no eligible entrants exist from which to determine a Grand Prize winner, then Sponsor may in its sole and exclusive discretion determine that not enough or no eligible contestants exist, and then may either suspend or terminate the Contest or modify it (or any parts thereof) in any equitable manner that Sponsor deems appropriate in its sole and exclusive discretion, including, without limitation, by not awarding any one or more of the prizes set forth in these Official Rules.

Odds of winning depend on the number of eligible Entries received and the judge scoring of entrants' Videos based on the Judging Criteria.

**8. PRIZES:** Two (2) entrants will be selected to each receive a full scholarship to Polar Bears International Leadership (the "Camp"), which lasts from October 7 to 13, 2012 in Churchill, Manitoba, Canada ("Grand Prize"). Specifically, the Grand Prize includes:

- The \$1000 Camp registration fee;
- Return air transportation for one(1) from a major international airport closest to the winner's residence to Winnipeg, Manitoba, Canada;
- Return ground transportation from the airport in Manitoba to the Camp;

- Lodging accommodations for 6 nights and 7 days (based on one(1) standard cabin room); and
- Breakfast, lunch, and dinner each day.

Total approximate retail value ("ARV"): \$7000 USD, based on a sample Philadelphia, PA departure. Actual value may vary and will be determined by date of booking, date of travel, winner's residence and seasonal rates, and changes in exchange rates. Winner will not be entitled to difference, if any, between actual value and ARV. Winner is responsible for ensuring that all necessary travel documents (including but not limited to a valid passport) are obtained for him/her prior to ticketing. Sponsor is not responsible if winner is denied access to the aircraft, the Camp, or entry into Canada or re-entry into the United States, as applicable. In such an event, winner will be solely responsible for any expenses incurred and the prize may be forfeited, in whole or in part. Expenses not specified will be winner's responsibility. Travel and accommodations are subject to availability and certain restrictions; black out dates may apply. Air carriers, hotels and other transportation selected and arranged by Sponsor. Winner must comply with all lodging/hotel check-in requirements including, without limitation, the presentation of a major credit card if necessary. Winner must be available to travel within the dates and timeframe indicated above or prize may be forfeited, at Sponsor's sole discretion. The prize may not be used towards any type of frequent flyer mileage, or other reward point accumulation program. Additional releases and qualifications may be imposed by activity providers. No prize substitution, in whole or in part, except by Sponsor, who reserves the right to substitute a prize of equal or greater monetary value, in cash or otherwise, due to prize unavailability, safety or security considerations, or any other reason as solely determined by Sponsor in its sole discretion. LIMIT: one (1) prize per person and per household. Sponsor will not replace any lost or stolen prizes.

**9. WINNER NOTIFICATION AND ADDITIONAL PRIZE DETAILS:** The potential Grand Prize winners will be notified by email and/or by telephone (at Sponsor's sole discretion) on or about June 8, 2012 at the email address and/or telephone number provided by the entrant at the time of Contest entry. Please check your email and spam filters. Failure to respond to Sponsor's attempted notification within twenty-four (24) hours of contact will result in forfeiture of the Grand Prize and an alternate potential Grand Prize winner will be selected. Before being declared a winner, each selected entrant who is a resident of Canada must first correctly answer without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered at a mutually convenient time by telephone. Potential Grand Prize winners, upon being selected, may be required to submit an Appearance Consent and Release Form. In addition, each potential Grand Prize winner will be sent an affidavit/documentation of eligibility and liability release, an IRS W-9 form, and a (where legal) publicity release (in the U.S.) or a Declaration and Release (in Canada) (collectively, the "Release"), releasing the Contest Entities from any liability in connection with this Contest or the receipt, possession, use or misuse of any prize. Each Grand Prize winner will be required to complete and return the aforementioned documents within seven (7) days of issuance of these documents. Failure to timely complete and return the properly signed Release or other prize documentation, or if a potential Grand Prize winner chooses to decline a prize for any reason, or fails to comply with any requirement of these Official Rules, including failure to correctly answer the skill-testing question (for residents of Canada) may result in disqualification and the prize being forfeited. Return of any prize/prize notification as undeliverable, or inability of Sponsor to contact potential Grand Prize winner(s), or failure to provide proof of eligibility (if requested) may result in disqualification and, at Sponsor's sole discretion, selection of the

alternate potential Grand Prize winner for the forfeited prize, who will be subject to disqualification in the same manner.

**10. PERSONAL INFORMATION:** Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you register with Sponsor and enter the Contest for the purposes of administering the Contest and prize fulfillment. You may be offered the opportunity to receive additional communications from Sponsor about its products, and upcoming contests and promotions. The Website is hosted on servers in the United States, and the personal information you provide may therefore also be subject to the laws of the United States. For further information about Sponsor's privacy practices, please see Sponsor's Privacy Policy at: <http://www.discoveryeducation.com/aboutus/privacypolicy.cfm>.

**11. RESTRICTIONS, RIGHTS AND RELEASE:** All taxes on prizes and all expenses related to acceptance and use of the prizes not specified are the sole responsibility of each Grand Prize winner, as applicable. By participating, entrants agree: [a] to these Official Rules and decisions of Sponsor and judges, which shall be final in all respects relating to the Contest; and [b] to release, discharge and hold harmless Contest Entities from any and all injuries, liability, losses and damages of any kind (including direct, indirect, incidental, consequential or punitive damages) to persons or property resulting from their participating in the Contest or their acceptance, possession, use or misuse of a prize including, without limitation, personal injury, death and property damage, and claims based on publicity rights, copyright, trademark, defamation or invasion of privacy. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you. By participating in this Contest and submitting a Video, entrant confirms that s/he has the right and authority to, and does hereby, grant to the Sponsor an irrevocable, non-exclusive, royalty-free worldwide license in perpetuity to reproduce, broadcast, communicate, distribute, adapt, modify and otherwise use, assign, edit, creative derivative works, or otherwise exploit all or any part of the Entry in all media (now known or later developed); and waives any and all moral rights that s/he may have in the Entry with respect to the uses contemplated herein. By participating in this Contest and submitting a Video, entrants agree to grant Sponsor: [a] all rights of ownership, reproduction and use of all submitted materials, including without limitation the Video, for any purpose whatsoever without compensation or further permission, including but not limited to an irrevocable and perpetual, royalty-free, worldwide right, in all media (now known or later developed) to assign, use, publish, edit, adapt, modify, alter, reproduce, distribute, broadcast, display, copyright, create derivative works or otherwise exploit Entries, for commercial or non-commercial use; and [b] by accepting a prize, to permit Sponsor to use his or her name, photograph, likeness, Video, biographical information, voice, voice likeness, and city and state/province address for advertising, publicity and promotional purposes in all media, whether now known or hereafter developed, including but not limited to within Sponsor's websites in perpetuity, without compensation (unless prohibited by law) and agree to execute specific consent to such use upon request. Contest Entities are not responsible for and shall not be liable for: [a] electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction, printing errors or by any human error which may occur in the processing of Entries; [b] failed, incomplete, garbled or delayed computer transmissions; [c] late, lost, misdirected or incomplete Entries; or [d] any condition caused by events beyond the control of the Sponsor that may cause the Contest to be disrupted or corrupted. Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest, or these Official Rules, or any portion thereof,

at any time and without notice or obligation should viruses, bugs, tampering, unauthorized intervention, fraud, programming errors, technical failures or other causes beyond the control of Sponsor corrupt the administration, security or proper play of the Contest, and limit Entries to those submitted prior to the action taken, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion and to award the prizes from among all eligible Entries received prior to such action taking place. No prize transfer or cash redemption. No prize substitution or modification, in whole or in part, except by Sponsor due to prize unavailability, safety or security considerations, or any other reason as solely determined by Sponsor in which case a prize of comparable or greater value will be awarded. In the event of any discrepancy between these Official Rules, abbreviated versions or Contest-related advertising or disclosures, these Official Rules shall prevail. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Internet entry must be made at the authorized website address of <http://links.discoveryeducation.com/PBIcontest> Entries may not be made by any other individual or any entity, and/or originating at any other Internet website or e-mail address, including but not limited to commercial contest and sweepstakes subscription notification and/or entering service sites. Any person who enters by any of the methods described above will be disqualified. Use of any device to automate entry is prohibited. Sponsor reserves the right in its sole discretion to disqualify any Entry at any time in the event it is determined that the entrant has not complied with these Official Rules.

**12. GOVERNING LAW:** This Contest is governed by the laws of the State of Maryland, with jurisdiction and venue in Montgomery County, Maryland, and all claims must be resolved in the courts of Montgomery County, Maryland.

**13. GENERAL:** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor his/her prize, or the cash value thereof. In the event of a dispute as to the identity of the person who submitted any Entry, the authorized account holder of the e-mail address submitted at time of Entry will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an access provider, service provider, or other person or organization responsible for assigning e-mail addresses for the account associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

**14. WINNERS LIST:** To receive a list of winners, mail a self-addressed, stamped envelope to be received by January 31, 2013, to: The Discovery Educator Network Star Educators Contest Winner List, Discovery Education, Inc. One Discovery Place, Silver Spring, MD 20910. Winner list will be available after July 31, 2012. Residents of Vermont and Canada may omit return postage.

Sponsor: Discovery Education, Inc., One Discovery Place, Silver Spring, MD 20910.

